

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Inventors	:	Belyi, et al.
Appl. No.	:	10/671,001
Filed	:	September 25, 2003
For	:	DATA VALIDATION SYSTEMS AND METHODS FOR FINANCIAL TRANSACTIONS
Examiner	:	Unknown
Group Art Unit	:	3624

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 CFR § 1.47(b)

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Arlington, VA 22313-1450

Dear Sir:

In response to the Decision Refusing Status Under 37 CFR 1.47(b) mailed November 2, 2004, Applicant submits the following:

DECLARATION IN COMPLIANCE WITH 35 U.S.C. §§ 115 AND 116

Applicant submits herewith a Declaration signed by an officer of the Owner (First Data Corporation) of the above-identified Application for the non-signing inventors Boris Belyi and Sharat Shankar under 37 CFR 1.47(b). The Declaration further states that the person making the oath or declaration acknowledges the duty to disclose to the Patent Office all information known to be material to the person to be material to patentability as defined in 37 CFR § 1.56.

STATEMENT UNDER 37 C.F.R. § 3.73(b)

Applicant submits herewith a Statement under CFR § 3.73(b) signed by an officer of the Assignee (First Data Corporation) that the Owner (First Data Corporation)

Appl. No. : 10/671,001

of the above-identified Application is the assignee of the entire right, title, and interest in the above-identified Application.

CHAIN OF TITLE

Applicant submits herewith a copy of an Agreement and Release signed by Boris Belyi proving that Boris Belyi was employed by TeleCheck International, Inc.

Applicant submits herewith a copy of the relevant excerpts (cover page and page 17) from a TeleCheck Employee Handbook that was in effect at the time of Mr. Belyi's employment. As the Employee Handbook indicates, all inventions that relate to TeleCheck's products, services, systems, or other aspects of the Company business, are the property of TeleCheck.

Applicant submits herewith a copy of an Assignment and a Recordation Form Cover Sheet. The assignment is signed by an Officer of the Assignor (TeleCheck International, Inc.) of the above-identified Application to the Assignee (First Data Corp.). The original Assignment and Recordation Form Cover sheet are being filed concurrently with this petition.

Applicant submits herewith a copy of an employment agreement signed by Sharat Shankar proving that Sharat Shankar was employed by First Financial Management, Inc. As the employment agreement indicates, all proprietary information developed as a result of the employee's efforts during any period of employment with the company are the property of First Financial Management.

Applicant submits herewith a copy of an Assignment and a Recordation Form Cover Sheet. The assignment is signed by an Officer of the Assignor (First Financial Management, Inc.) of the above-identified Application to the Assignee (First Data Corp.). The original Assignment and Recordation Form Cover sheet are being filed concurrently with this petition.

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CONCLUSION

Applicant believes that the petition is now complete, and respectfully requests that this petition be granted. If there are any obstacles to a prompt approval of this petition, the Patent and Trademark Office is invited to call the undersigned attorney.

Respectfully submitted,

KNOBBE MARTENS OLSON & BEAR, LLP

Dated: 4/20/05

By:

John R. King

John R. King

Registration No. 34,362

Attorney of Record

2040 Main Street

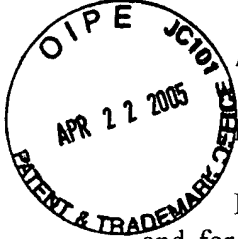
Fourteenth Floor

Irvine, CA 92614

Tel. (949)760-0404

Fax. (949)760-9502

1351791_1
031805

DECLARATION - USA PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled **DATA VALIDATION SYSTEMS AND METHODS FOR FINANCIAL TRANSACTIONS**; the specification of which was filed on **September 25, 2003** as Application Serial No. **10/671,001**.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above; and

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: **Boris Belyi**

Residence of first inventor: **5740 Braesvalley Drive, Houston, Texas 77096**

Citizenship of first inventor: **Unknown**

Post Office Address of first inventor: **5740 Braesvalley Drive, Houston, Texas 77096**

SIGNED BY Assignee FOR INVENTOR under 37 CFR 1.47(b):

Signature: 

Date: 2/16/05

Name: Ken Algiene

Title: Vice President & Assistant Secretary

Mailing Address: First Data Corporation
12500 East Bedford Ave., Suite M21A2
Englewood, CO 80112-5939

Citizenship: United States

Full name of second inventor: **Sharat Shankar**

Residence of second inventor: **10744 Middlebury Way, Littleton, Colorado 80126**

Citizenship of second inventor: **India**

Post Office Address of second inventor: **10744 Middlebury Way, Littleton, Colorado 80126**

SIGNED BY Assignee **FOR INVENTOR** under 37 CFR 1.47(b):

Signature: 

Date: 2/16/05

Name: Ken Abjene

Title: Vice President & Assistant Secretary

Mailing Address: First Data Corporation
12500 East Bedford Ave., Suite M21A2
Englewood, CO 80112-5939

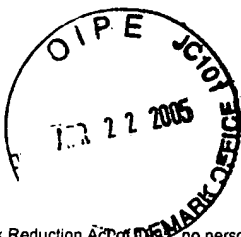
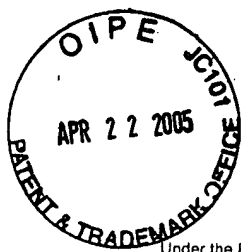
Citizenship: United States

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

Signature: 

Date: 2/16/05

Send Correspondence To:
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995



DATA.095A
041200US
page 1 of 2

PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: First Data Corporation

Application No./Patent No.: 10/671,001

Filed/Issue Date: September 25, 2003

Entitled: DATA VALIDATION SYSTEMS AND METHODS FOR FINANCIAL TRANSACTIONS

First Data Corporation

(Name of Assignee)

, a corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Boris Belyi To: TeleCheck International, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: TeleCheck International, Inc. To: First Data Corporation
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Sharat Shankar To: First Financial Management, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

[Signature]

Signature

Ken Algione

Printed or Typed Name

Vice President & Assistant Secretary

Title

4/4/05

Date

720.332.5202

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

SUPPLEMENTAL SHEET FOR STATEMENT UNDER 37 CFR 3.73(b)

B. A chain of title from the inventor(s) of the patent application identified on page 1 to the current assignee as shown below, continued:

4. From: First Financial Management, Inc. To: First Data Corporation

Received
2-27-03

TeleCheck
AGREEMENT AND RELEASE

This is an Agreement and Release ("Agreement") between Boris Belyi ("Employee") and TeleCheck ("Company"), a business unit of First Data Corporation ("FDC"), whereby Employee's employment will be terminated effective February 24, 2003 due to an eligible reason under the FDC Severance Policy.

1. Payments and Benefits. In consideration for Employee's execution of this Agreement, but subject to the paragraph in this Agreement entitled "Review Period and Revocation," the Company agrees to provide to Employee the following payments and benefits, consistent with and subject to the terms of the FDC Severance Policy:

- (a) Employee will receive severance payments of Employee's then current regular salary, paid in accordance with the Company's regular payroll, in installments of \$3,619.92, less tax withholding and other legally allowed deductions, for a period of 5 months commencing on February 25, 2003 up to a total amount of \$36,199.17. In the event a partial semi-monthly pay period occurs during the period referenced in the preceding sentence, Employee will receive a prorated installment of severance pay for such pay period.
- (b) Employee will continue to be eligible for coverage under the Company's medical and dental plans during the period referenced in (a) above (the "Severance Period"), subject to the terms of the relevant welfare plans and in accordance with the Company's policies applicable to similarly situated employees, as amended from time to time. From and after the beginning of the Severance Period, Employee will not be eligible to continue active participation in any other Company benefit plan or program, including but not limited to long-term incentive compensation, nonqualified deferred compensation, employee stock purchase, 401(k), pension, or any other plan. Employee will be eligible for continued group medical coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") after Employee otherwise ceases to be eligible for group medical coverage. Details about specific plan coverages, conversion and distribution eligibility will be provided separately. Information on electing COBRA coverage will be provided at the conclusion of group welfare plan eligibility.
- (c) To the extent permitted under applicable law and pursuant to the terms of the FDC Severance Policy, Employee agrees the Company may deduct from the payments referenced in this Payments and Benefits paragraph any outstanding debt Employee owes the Company, FDC, their subsidiaries or Affiliates including, but not limited to, the value of unreturned property, any overpayment made to Employee, or any other amount Employee owed to Company, FDC, their subsidiaries or Affiliates.
- (d) Employee will receive outplacement services provided by Drake Beam Morin, provided such services are commenced during the period

referenced in 1(a) above. The Company must approve the type and scope of the outplacement services and the Company will pay Drake Beam Morin directly for any such services.

2. Complete Release. In consideration of those payments and benefits listed above which are payable only under this Agreement, Employee agrees to and hereby does knowingly and voluntarily release and discharge the Company, FDC, their subsidiaries and Affiliates, their agents, executives, directors, officers, employees and their predecessors and successors and the subsidiaries, Affiliates, agents, executives, directors, officers and employees of such predecessors and successors (the "Released Parties"), from any and all claims, causes of action and demands of any kind, whether known or unknown, which Employee has, ever has had, or ever in the future may have and which are based on acts or omissions occurring up to and including the date of this Agreement. Included in the release set forth in the preceding sentence, without limiting its scope, are claims arising under Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, and the Age Discrimination in Employment Act of 1967, each as amended, as well as any other federal, state or local employment discrimination or labor laws, and/or contract, tort, or wage and hour laws, and which are related to Employee's employment with the Company or the termination of that employment. Employee does not waive claims, causes of action or demands of any kind that may arise after the date this Agreement is executed and which are based on acts or omissions occurring after such date.

For purposes of this Agreement, "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with, another Person. As used herein, "control" means the power to direct the management or affairs of a Person, and "ownership" means the beneficial ownership of at least 5% of the voting securities of the Person. FDC shall be deemed to control any settlement network in which it has any equity ownership. As used herein, "Person" means any corporation, limited or general partnership, limited liability company, joint venture, association, organization or other entity.

3. Return of Company Property. On or before the last day of Employee's active employment, Employee will resign from all titles and positions with the Company and FDC, and return to the Company all property within Employee's possession belonging to the Company, FDC, their subsidiaries or Affiliates, any customers of the Company, FDC or such subsidiaries or Affiliates or any entity with whom the Company, FDC, their subsidiaries or Affiliates has entered into a confidentiality agreement, including, but not limited to, reports, maps, files, memoranda, records, credit cards, keys, passes, customer lists, information, forms, software, formulas, plans, documents, systems, designs, methodologies, product features, technology, and other written and computer material, equipment and access codes, and copies of same that Employee has requested or received, prepared or helped to prepare in connection with Employee's employment with the Company. Employee will not at any time, now or thereafter, retain any copies, duplicates, reproductions or excerpts of such property.

4. Non-Solicitation and Non-Disclosure. Employee understands that Employee is required to abide by the Non-Solicitation and Non-Disclosure Agreement, attached as Exhibit A, which is incorporated herein by reference.

5. Commencing Another Position. If Employee obtains employment with the Company, FDC or their subsidiaries or Affiliates during the Severance Period ("Subsequent

Company Employment"), any and all further payments or benefits under the Agreement immediately will cease as of the date of such employment. In the event of Subsequent Company Employment, Employee specifically agrees that the offer of employment to Employee by the Company, FDC or their subsidiaries or Affiliates, and Employee's acceptance thereof, is sufficient consideration to support the release of claims contained herein notwithstanding the fact that payments and benefits hereunder have ceased. If Employee obtains employment during the Severance Period with an entity other than the Company, FDC or their subsidiaries or Affiliates ("Subsequent Non-Company Employment"), Employee will, subject to the provisions of this Agreement, continue to receive payments under this Agreement and in accordance with the Company's regular payroll, but will immediately cease to be eligible to continue coverage under the Company's medical and dental plans as described in the paragraph entitled "Payments and Benefits", and will be eligible only for continuation of such coverage in accordance with COBRA. In any event, it is Employee's obligation to immediately advise the Company of Subsequent Non-Company Employment.

6. Cooperation. During the Severance Period and thereafter, Employee agrees to cooperate fully with the Company, FDC, their financial and legal advisors, and/or government officials in any claims, investigations, administrative proceedings, lawsuits, and other legal, internal or business matters, as reasonably requested by the Company or FDC. To the extent that it is consistent with the Company's and FDC's by-laws, certificate of incorporation and applicable laws, the Company or FDC will engage on its own behalf to represent Employee with legal counsel of its choosing if necessary in connection with such cooperation, and in any event will reimburse Employee for documented, reasonable and necessary out-of-pocket travel expenses as are required and which Employee incurs in complying with Employee's obligations under this paragraph. If for any reason the Company or FDC determines that a conflict of interest may exist between Employee and the Company or FDC, the Company or FDC may require Employee to obtain separate counsel in which case the Company or FDC will subsequently reimburse Employee for the reasonable and necessary legal fees associated with the use of such counsel and/or related travel expenses (as limited above), to the extent that such reimbursement is permitted by the Company's and FDC's by-laws, certificate of incorporation and applicable laws.

7. Confidentiality and Non-Disparagement. Employee hereby agrees to maintain the terms and conditions of this Agreement in the strictest confidence and agrees not to disclose any of the terms of this Agreement unless and to the extent such disclosure is required by law or to secure advice from a legal or tax advisor or outplacement provider. This obligation extends to Employee's agents, including all tax advisors, who Employee must duly notify of the confidential nature of the content of this Agreement and of their confidential obligations hereunder. Employee agrees not to make any disparaging comments about the Company or, FDC, their subsidiaries and Affiliates, or any of their officers, directors, representatives, employees and agents.

8. Severability and Governing Law. In the event that any provision of this Agreement is deemed unenforceable, Employee agrees that a court of competent jurisdiction shall have jurisdiction to reform such provision to the extent necessary to cause it to be enforceable to the maximum extent permitted by law. The provisions in this Agreement are severable, and if any provision is determined to be prohibited or unenforceable in any jurisdiction, the remaining provisions shall nevertheless be binding and enforceable. This

Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

9. Non-Admission. Nothing in this Agreement is intended to or shall be construed as an admission by the Company or any of the other Released Parties that it violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to Employee or otherwise, the Released Parties expressly denying any such improper or illegal conduct.

10. Other Agreements, Survivability and Successorship. Employee acknowledges that this Agreement is supplemental to, and does not supersede, any non-solicitation, non-compete, non-disclosure, confidentiality or other agreement or agreements that Employee may have signed while employed with the Company. In addition to this paragraph, the following paragraphs in this Agreement survive the termination of this Agreement: Complete Release; Non-Solicitation and Non-Disclosure; Cooperation; Confidentiality and Non-Disparagement; Non-Admission; and Severability and Governing Law. Employee acknowledges that the following paragraphs are material provisions of this Agreement: Complete Release; Return of Company Property; Non-Solicitation and Non-Disclosure; Commencing Another Position; Cooperation; and Confidentiality and Non-Disparagement (collectively, the "Material Provisions"). In the event of a breach or a threatened breach by Employee of any of the Material Provisions, the Company shall be entitled to any remedies available at law or equity.

This Agreement inures to the benefit of any successors or assigns of the Company or FDC, and Employee's obligations apply equally to the Company, FDC, and their successors and assigns.

11. Paragraph Headings. The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

12. Review Period and Revocation. Employee acknowledges that Employee was given 21 days to review this Agreement and the attached Exhibit A, from the time Employee received it on February 3, 2003. Employee acknowledges that the Company has made no promises to Employee other than those contained in this Agreement. EMPLOYEE ACKNOWLEDGES EMPLOYEE WAS ADVISED TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE. Employee is further advised that Employee has 7 days after Employee signs this Agreement to revoke it by notifying the Company of such revocation in writing. In the event Employee revokes this Agreement as specified in the immediately preceding sentence, the Company shall deem this Agreement to be void in its entirety, in which case neither party shall be bound by its terms and no payment shall be made to the Employee hereunder.

Employee's signature below indicates that Employee has carefully read and reviewed this Agreement. Employee fully understands all of the Agreement's terms and conditions and has not relied on any other representations or statements, written or oral, by the Released Parties or their employees or agents concerning the terms of the Agreement or any other matters not contained herein. Employee acknowledges that Employee's signature below constitutes a knowing and voluntary execution of this Agreement and Employee signs the same of Employee's own free will and it is Employee's intention to be bound thereby.

Dated this 21 day of February, 2003.

Boris Belyi
Boris Belyi

Witnessed By:

Elizabeth Belyi

TeleCheck

By: W. L. Th

Title: VP-MR

PROPRIETARY RIGHTS AND NONDISCLOSURE AGREEMENT - TERMS AND CONDITIONS OF EMPLOYMENT

In consideration of the employment of the undersigned ("Employee") by First Financial Management or one of its affiliates (collectively, the "Company"), and as a condition of continued employment, Employee agrees to the following:

1. **Ownership and Nondisclosure of Proprietary Information.** Employee acknowledges that all Proprietary Information, as defined below, is the exclusive property of the Company or the party that disclosed or delivered the same to the Company. Specifically, Employee agrees that all Proprietary Information developed as a direct or indirect result of Employee's efforts during any period of employment with the Company shall be and shall remain the property of the Company, and that Employee shall have no ownership interest therein. To the extent Employee may have any interest in such developed Proprietary Information, Employee assigns such interest to the Company. While employed by the Company and for a period of three (3) years thereafter, Employee shall not use or disclose any Proprietary Information, directly or indirectly, except as authorized by the Company in connection with the Employee's assigned duties. The foregoing notwithstanding, Employee shall not at any time use or disclose, directly or indirectly, any of the Proprietary Information constituting Trade Secrets of the Company, as defined below, except as authorized by the Company in connection with Employee's assigned duties.

2. **Definitions.** "Proprietary Information," as referred to herein, includes all of the following information and material, whether or not reduced to writing and whether or not patentable, that Employee during any period of employment with the Company has access to or develops in whole or in part as a direct or indirect result of such employment or through the use of any of the Company's facilities or resources.

(i) Application, operating system, communication and other computer software, including without limitation all source and object code, flow charts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals;

(ii) Production processes, marketing techniques, purchasing information, fee lists, licensing policies, quoting procedures, financial information, employee names and job descriptions, customer and prospective customer names, pricing, and requirements, data and other information or material relating to the manner in which customers, prospective customer names and requirements, data and other information or material relating to the manner in which customers, prospective customers or the Company do business.

(iii) Discoveries, concepts and ideas (including but not limited to the nature and results of research and development activities), risk management systems, processes, formulae, techniques, "know-how," drawings and specifications;

(iv) Any other information or material relating to the business or activities of the Company which is not generally known to others engaged in similar businesses or activities;

(v) All inventions and ideas which are derived from or relate to Employee's access to or knowledge of any of the information or material described herein, and

(vi) Any of the information or material described herein which is the property of any other person or firm which has revealed or delivered such information or material to the Company pursuant to a contractual relationship with the Company or otherwise in the course of the Company's business.

"Proprietary Information" shall not include any information or material of the type described herein to the extent that such information or material is or becomes publicly known through no act on Employee's part. "Trade Secrets," as referred to herein, include all of the information and material described in Paragraphs (i), (iii), (v), and

(vi). The failure to mark any of the Proprietary Information as confidential shall not affect its status as Proprietary Information or Trade Secrets.

3. **Records.** All notes, data, reference material, sketches, drawings, memoranda and records in any way relating to any of the Proprietary Information or to the Company's business shall belong exclusively to the Company, and at the request of the Company, or, absent such a request, upon the termination of Employee's employment with the Company, Employee agrees to turn over to the Company all such materials and copies thereof in Employee's possession.

4. **Injunctive Relief.** Because of the valuable and unique nature of the Proprietary Information, Employee understands and agrees that the Company shall suffer irreparable harm if Employee breaches any of Employee's obligations under this agreement and that monetary damages shall be inadequate to compensate the Company for any breach hereof. Accordingly, Employee agrees that, in addition to any other remedies or rights, the Company shall have the right to obtain an injunction to enforce the terms of this Agreement.

5. **Prior Employer.** Employee represents that Employee's performance as an employee of the Company will not breach any employment agreement nor any agreement to keep in confidence the trade secrets, confidential or proprietary information of a former employer. Employee has not brought any trade secrets, confidential or proprietary information of a former employer to the Company. Employee will not disclose nor use in the performance of Employee's work with the Company any trade secrets, confidential or proprietary information of a former employer unless Employee has obtained written authorization from the former employer.

6. **Non Solicitation.** Until two (2) years after the termination of employment with the Company, Employee will not solicit or otherwise encourage others to leave the Company's employ:

7. **Employment at Will.** Employee understands and agrees that Employee's employment with the Company is terminable at the will of either the Company or Employee. Employee may terminate employment at any time with or without notice and the Company has a similar right. There are no representations or promises that employment will continue for a set period of time, nor are there any representations or promises that employment will be terminated only under particular circumstances. Employee acknowledges that no representations, express or implied, may be made which are inconsistent with this policy and no one at the Company is authorized to make representations, express or implied, inconsistent with this policy.

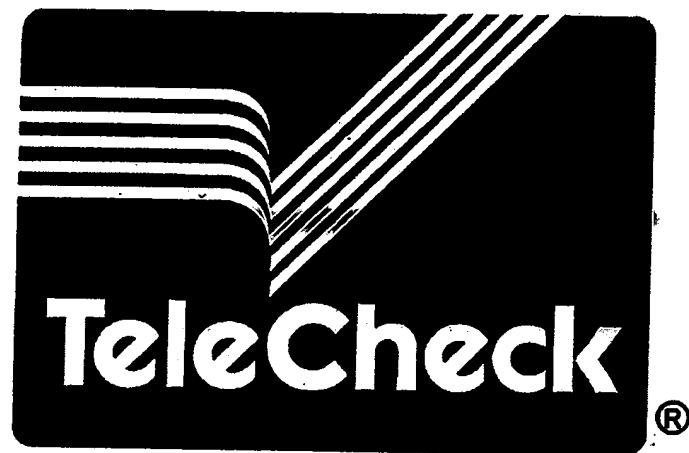
8. **General.** This document contains the entire understanding between the Company and Employee with respect to its subject matter. It may not be extended, varied, modified, supplemented, or otherwise changed except by written agreement signed by both Employee and the President of the Company. A waiver by the Company of any right or provision under this Agreement shall not operate or be construed as a waiver of such right or provision any other time. If a court finds a portion of this Agreement unenforceable, such finding shall not affect enforcement of the other portions of this Agreement. Any portion found to be unenforceable shall be construed to be reformed to extend as far as is enforceable. This Agreement shall inure to the benefit of and may be enforced by the successor and assigns of the Company.

I, the undersigned, understand and do hereby agree to the above terms of this Agreement.

Printed Name: SHARAT SHANKAR

Signature: Sharat Shankar

Date: 9-5-95



Employee Handbook

June 2002

Immigration Reform and Control Act

The Immigration Reform and Control Act of 1986 (IRCA) prohibits employers from knowingly hiring or recruiting an alien not authorized to work in the United States. It additionally requires that employers verify the work authorization of all employees and attest in writing that verification was seen. The written verification is completed on an I-9 form and documentation necessary to verify is noted on the back of the form.

All new employees have three business days from their first day of work to provide proof of eligibility and identity. It is the responsibility of the person doing the new hire orientation to obtain the appropriate documentation within three (3) business days after employee begins employment. If an employee fails to provide the appropriate documentation within such timeframe, Human Resources should be contacted immediately. Documentation must be fully completed. I-9 Forms and copies of the documentation will be returned with new hire information to Human Resources. Human Resources will maintain this documentation in a separate file.

Periodically, Human Resources will conduct an audit of I-9 forms. In some cases, additional documentation may be required of a current employee. Employees must comply with any such requests or they will be suspended until appropriate documentation is provided.

Inventions and Patents

TeleCheck recognizes that employees conceive new ideas, methods, concepts, products or systems while on the job. All such ideas, improvements, inventions and discoveries that relate to TeleCheck products, services, systems or other aspects of the Company business, regardless of whether patented or copyrighted, are the property of TeleCheck.

Media Relations

Information about TeleCheck's opinions and policies should be released to the media only by those with specific authority to do so. It is Company policy to never discuss details of specific customer or employee relationships with anyone outside of the organization. All information releases must be discussed with Public Relations prior to release. Contacts from the media should be referred immediately to Public Relations.

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